

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

---

NORTHEAST CONSTRUCTION, INC.,  
Plaintiff,

v.

OMNI NAVITAS HOLDINGS, LLC,  
Defendant.

---

Docket No. 5:20-cv-00307-MAD-TWD

---

**ANSWER**

---

Omni Navitas Holdings, LLC hereby answers the Complaint in this matter:

1. This is a statement of law to which no response is required. To the extent that a response is required, denied.
2. Admitted that the parties entered into a contract and that the contract speaks for itself.
3. Denied.
4. Defendant lacks knowledge or information sufficient to form a belief about the truth of this allegation.
5. Admitted.
6. Admitted that these are the members of the defendant.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.

12. This is a statement of law to which no response is required, however the Defendant does not dispute that this Court has jurisdiction under 28 U.S.C. § 1332.

13. The contract speaks for itself. Otherwise denied.

14. Admitted.

15. This is a statement of law to which no response is required, however the Defendant does not dispute that it is subject to personal jurisdiction in this Court for this action.

16. Admitted.

17. The contract speaks for itself.

18. The contract speaks for itself.

19. The contract speaks for itself.

20. The contract speaks for itself.

21. The contract speaks for itself.

22. The contract speaks for itself.

23. The contract speaks for itself.

24. The contract speaks for itself.

25. The contract speaks for itself.

26. Admitted.

27. The document speaks for itself.

28. The document speaks for itself.

29. The document speaks for itself.

30. The document speaks for itself.

31. The document speaks for itself.

32. The document speaks for itself.

33. The document speaks for itself.

34. This is a legal conclusion to which no response is required. To the extent a response is required, denied.

35. Denied that this was performed properly or sufficiently.

36. Denied that this was performed properly or sufficiently.

37. Denied that this was performed properly or sufficiently.

38. Denied that this was performed properly or sufficiently.

39. Denied that this was performed properly or sufficiently.

40. Denied that this was performed properly or sufficiently.

41. Denied that this was performed properly or sufficiently.

42. Denied that this was performed properly or sufficiently.

43. Denied that this was performed properly or sufficiently.

44. Denied that this was performed properly or sufficiently.

45. Denied that this was performed properly or sufficiently.

46. Denied that this was performed properly or sufficiently.

47. Denied that this was performed properly or sufficiently.

48. Denied that this was performed properly or sufficiently.

49. Denied that this was performed properly or sufficiently.

50. Denied that this was performed properly or sufficiently.

51. Denied that this was performed properly or sufficiently.

52. Denied that this was performed properly or sufficiently.

53. Denied that this was performed properly or sufficiently.

54. Denied that this was performed properly or sufficiently.

55. Denied that this was performed properly or sufficiently.

56. Admitted.

57. Admitted.

58. Admitted.

59. Admitted.

60. Denied that this amount is due and owing.

61. Denied.

62. Denied.

63. Denied.

64. This paragraph is superfluous and no response is required. To the extent a response is required, all previous responses are incorporated herein by reference.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. This paragraph is superfluous and no response is required. To the extent a response is required, all previous responses are incorporated herein by reference.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. Denied.

75. This paragraph is superfluous and no response is required. To the extent a response is required, all previous responses are incorporated herein by reference.

76. Denied.

77. Denied.

- 78. Denied.
- 79. Denied.
- 80. Denied.

---

**AFFIRMATIVE DEFENSES**

---

- 1. The Complaint fails to state a claim upon which relief can be granted.
- 2. The Plaintiff's claims are barred by the doctrine of accord and satisfaction.
- 3. The Plaintiff's claims are barred by the doctrine of estoppel.
- 4. The Plaintiff's claims are barred by the doctrine of laches.
- 5. The Plaintiff's claims are barred by the doctrine of payment.
- 6. The Plaintiff's claims are barred by the doctrine of release.
- 7. The Plaintiff's claims are barred by the doctrine of unclean hands.
- 8. The Plaintiff's claims are barred by the doctrine of waiver.

---

**JURY DEMAND**

---

The Defendant demands a trial by jury on all claims so triable.

OMNI NAVITAS HOLDINGS, LLC  
By its attorney,

s/ Joshua M. D. Segal  
Joshua M. D. Segal (Bar Roll No. 519008)  
jsegal@lawson-weitzen.com  
LAWSON & WEITZEN, LLP  
88 Black Falcon Ave., Ste. 345  
Boston, MA 02210  
(617) 439-4990 x3081

---

**CERTIFICATE OF SERVICE**

---

I hereby certify that this document was served on counsel of record for all parties in this action through the CM/NEF system.

s/ Joshua M. D. Segal  
Joshua M. D. Segal